UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

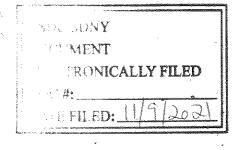
SCREEN ACTORS GUILD – AMERICAN: FEDERATION OF TELEVISION AND RADIO ARTISTS, NEW YORK LOCAL,

Plaintiff,

-against-

NEW YORK PUBLIC RADIO,

Defendant.



No. 21-cv-4972 (CM)

[rel. 21-cv-5882 (CM)]

ORDER

McMahon, J.:

The Court has before it the fully briefed motion to dismiss of the Defendant New York Public Radio (Dkt. 18) and the fully briefed cross-motion to compel arbitration of the Plaintiff Screen Actors Guild- American Federation of Television and Radio Artists, New York Local (Dkt. 21).

It is undisputed that under this Collective Bargaining Agreement ("CBA"), the *termination* of someone in a Reporter II position is not subject to the Grievance and Arbitration Procedure. But this case is about severance, and a dispute over severance is arbitrable under this CBA.

The interesting twist in this case is that the arbitrable issue – severance – turns on a question of fact – whether the employer actually *had cause* to terminate – that, if it arose in a dispute over Plaintiff's termination, would not be arbitrable. Unfortunately, none of the cases cited by the parties addresses this situation. I know how I think this should come out, but I will give the parties one week to direct the court's attention to any case in which the facts are similar to those in this case.

November 9, 2021

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BY ECF TO ALL COUNSEL